



NOTICE OF MEETING

A meeting of the Committee on Real Estate will be held beginning at 4:00 p.m. Monday, November 8, 2021, **Conference Call: 1-929-205-6099; Access Code: 835 678 884**. The agenda will be as follows:

AGENDA

Invocation – Councilmember Waring

Approval of Minutes:

October 25, 2021

- a. Approval to authorize the Mayor to execute the First Amendment to the Agreement of Purchase and Sale for the acquisition of 3,5,7, and 9 Cunningham Avenue, allowing for the payment of an Extension Fee of \$10,000 to the sellers to facilitate the City's request to extend the closing date from November 12, 2021 to on or before December 12, 2021. (TMS: 464-14-00-139 and 464-14-00-119)
- b. Request City Council to authorize the Mayor to execute the necessary documents pertaining to the Subordination and Assumption of the City Mortgages encumbering 37½ Hanover Street/81 Columbus Street owned by Peninsula Economic Development Consortium, to be conveyed to PASTORS Inc., for the proposed loan from CARO Federal Credit Union. The loan will repay SC Community Loan Fund, reduce the interest rate on the loan and allow funding to conduct capital improvements on the apartments and office.
- c. Request City Council authorize the Mayor to execute the necessary documents pertaining to the Subordination of the City mortgage encumbering 2 & 4 Father Grants Court for a proposed loan to the PASTORS organization from CARO Federal Credit Union. The loan will refinance and pay out the loan to the first lienholder, Synovus, secure an improved interest rate and allow funding for capital improvements. (TMS: 459-09-02-131)
- d. Approval of an ordinance to amend the Agreement between City of Charleston and Old Exchange Building Commission for an additional year
- e. Please consider the following annexations:
 - (i) Property on Clements Ferry Road (62.775 acres) (TMS# 268-00-00-002), Cainhoy, (District 1). The property is owned by Sandra J. Senn and Elizabeth Watson.

- (ii) 1820 Alice Drive (0.50 acre) (TMS# 350-14-00-095), West Ashley, (District 5). The property is owned by Jonathan and Emma Schumacher.
- (iii) Property on Fort Lamar Extension Road (2.0 acres) (TMS# 431-04-00-039), James Island, (District 12). The property is owned by Secessionville Point Property Owners Association.
- (iv) 1112 Fort Lamar Road (1.37 acres) (TMS# 431-04-00-038), James Island, (District 12). The property is owned by Jeffrey J. Woodard.

In accordance with the Americans with Disabilities Act, people who need alternative formats, ASL (American Sign Language) Interpretation or other accommodation please contact Janet Schumacher at (843) 577-1389 or email to schumacherj@charleston-sc.gov three business days prior to the meeting.

a.)

REAL ESTATE COMMITTEE
GENERAL FORM

TO: John J. Tecklenburg, Mayor DATE: November 1, 2021
FROM: Geona Shaw Johnson DEPT: Housing and Community Development
ADDRESS: 3, 5, 7 & 9 Cunningham Avenue, Charleston, SC 29405
TMS: 464-14-00-139 and 464-14-00-119

To authorize the Mayor to execute the First Amendment to the Agreement of Purchase & Sale for the acquisition of 3, 5, 7 & 9 Cunningham Avenue, allowing for the payment of an Extension Fee of \$10,000 to the sellers to facilitate the City's request to extend the closing date from November 12, 2021 to on or before December 12, 2021.

ACTION REQUEST: December 12, 2021.

COORDINATION: The request has been coordinated with:

All supporting documentation must be included

	<u>Signature</u>	<u>Attachments</u>
Department Head	<u>Geona Shaw Johnson</u>	<input checked="" type="checkbox"/>
Legal Dept	<u></u>	<input type="checkbox"/>
Property Coordinator	<u></u>	<input type="checkbox"/>
Property Manager	<u></u>	<input type="checkbox"/>
<u></u>	<u></u>	<input type="checkbox"/>

FUNDING: Was funding needed? Yes ☒ No ☐

If yes, was funding previously approved? Yes ☒ No ☐

*If approved, provide the following: HOME Funds Acct: 53015
Dept/Div. 47010 Acct: \$10,000.00
Balance in Account \$74,812.80 Amount needed for this item

NEED: Identify any critical time constraint(s).

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

*Commercial Property and Community & Housing Development have an additional form.

COMMERCIAL REAL ESTATE FORM

TO: Real Estate Committee DATE: November 1, 2021
FROM: Geona Shaw Johnson DEPT: Housing and Community Development
ADDRESS: 3, 5, 7 & 9 Cunningham Avenue, Charleston, SC 29405
TMS: 464-14-00-139 and 464-14-00-119

To authorize the Mayor to execute the First Amendment to the Agreement of Purchase & Sale for the acquisition of 3, 5, 7 & 9 Cunningham Avenue, allowing for the payment of an Extension Fee of \$10,000 to the sellers to facilitate the City's request to extend the closing date from November 12, 2021 to on or before

ACTION REQUEST: December 12, 2021.

ACTION: What action is being taken on the Property mentioned?

☒ **ACQUISITION BY**

☐ **DONATION/TRANSFER**

Donated By: _____

☐ **FORECLOSURE**

Terms: _____

☒ **PURCHASE**

Terms: _____

Terms as outlined in the accompanying Agreement of Purchase & Sale and First Amendment to the Agreement of Purchase & Sale

☐ **CONDEMNATION**

Terms: _____

☐ **OTHER**

Terms: _____

☐ **SALE BY**

☐ **NON-PROFIT ORG, please name** _____

Terms: _____

☐ **OTHER**

Terms: _____

☐ **LEASE**

☐ **INITIAL**

Lessor: _____

Lessee: _____

Terms: _____

COMMERCIAL REAL ESTATE FORM

☐

RENEWAL

Lessor: _____ Lessee: _____

Terms: _____

☐

AMENDMENT

Lessor: _____ Lessee: _____

Terms: _____

☐

Improvement of Property

Owner: _____

Terms: _____

BACKGROUND CHECK: If Property Action Request is for the sale or lease of city property, has a background check been completed?

Yes ☐ No ☐

N/A

Results: _____

Signature: _____

Property Manager

ADDITIONAL : Please identify any pertinent detail (Clauses, Agreement Terms, Repeals, etc.) regarding City Property.

NEED: Identify any critical time constraint(s).

FIRST AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

THIS FIRST AMENDMENT TO AGREEMENT OF PURCHASE AND SALE (this "*Amendment*") is made and entered into as of the ____ day of November, 2021, by and between **BJD Realty, LLC** (the "*Seller*"), and **City of Charleston** (hereinafter collectively referred to as the "*Buyer*").

R E C I T A L S:

A. Buyer and Seller are parties to that certain Agreement of Purchase and Sale dated June 15, 2021, for the purchase and sale of certain real property located in Charleston County, South Carolina, generally known as 3, 5, 7, and 9 Cunningham Avenue, Charleston SC, Charleston County Tax Map Nos. 464-14-00-139 and 464-14-00-119 (as more particularly defined in the Agreement, the "*Property*").

B. Buyer and Seller desire to amend certain terms and provisions of the Agreement, all as more particularly set forth hereinbelow.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

2. **Closing Date.** In order to extend the closing date from on or before November 12, 2021 to on or before December 12, 2021, the first sentence of Section 5.2 of the Agreement is hereby deleted in its entirety and replaced with the following

"Unless otherwise agreed by the parties in writing, the date of the Closing (the "*Closing Date*") shall be on or before December 12, 2021."

3. **Extension Fee.** On account of the foregoing extension, contemporaneously with the execution and delivery of this Amendment, Buyer shall pay directly to Seller an extension fee on account of the above extension in an amount equal to \$10,000 (the "*Extension Fee*"). The Extension Fee shall be deemed earned by Seller upon receipt and shall not be refundable to Buyer for any reason other than a default by Seller. The Extension Fee shall not be credited against the Purchase Price at Closing.

5. **Agreement in Full Force and Effect.** Except as expressly amended hereby, the terms and conditions of the Agreement are hereby ratified and confirmed, and shall continue in full force and effect. In the event of any conflict or inconsistency between the terms set forth herein and the terms of the Agreement, the terms contained in this Amendment shall govern and control.

6. **Counterparts; Facsimile; E-Mail.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes of this Amendment, any signature transmitted by facsimile or electronically via e-mail shall be considered to have the same legal and binding effect as any original signature.

IN WITNESS WHEREOF, this instrument has been executed by the parties as of the Effective Date.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

BUYER:

WITNESSES:

CITY OF CHARLESTON

_____ By: _____
Its: _____

SELLER:

BJD REALTY, LLC

_____ By: _____
Its: _____

b.)

REAL ESTATE COMMITTEE
GENERAL FORM

TO: John J. Tecklenburg, Mayor DATE: November 9, 2021

FROM: Geona Shaw Johnson DEPT: Housing and Community Development

ADDRESS: 37 1/2 Hanover Street/81 Columbus Street, Charleston, SC


TMS: _____

Request City Council to authorize the Mayor to execute the necessary documents pertaining to the Subordination and Assumption of City Mortgages encumbering 37 1/2 Hanover Street/81 Columbus Street owned by Peninsula Economic Development Consortium, to be conveyed to PASTORS Inc., for the proposed loan from CARO Federal Credit Union. The loan will repay SC Community Loan Fund, reduce the interest rate on the loan and allow funding to conduct capital improvements on the apartments and office.

ACTION REQUEST: _____

COORDINATION: The request has been coordinated with:

All supporting documentation must be included

	<u>Signature</u>	<u>Attachments</u>
Department Head	<u></u>	<input checked="" type="checkbox"/>
Legal Dept	_____	<input type="checkbox"/>
Property Coordinator	_____	<input type="checkbox"/>
Property Manager	_____	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>

FUNDING: Was funding needed? Yes ☐ No ☒

If yes, was funding previously approved? Yes ☐ No ☐

Acct: _____

*If approved, provide the following: Dept/Div. _____ Acct: _____

Balance in Account _____ Amount needed for this item _____

NEED: Identify any critical time constraint(s).

*Commercial Property and Community & Housing Development have an additional form.

COMMERCIAL REAL ESTATE FORM

TO: Real Estate Committee DATE: November 9, 2021
FROM: Geona Shaw Johnson DEPT: Housing and Community Development
ADDRESS: 37 1/2 Hanover Street/81 Columbus Street, Charleston, SC
TMS: _____

Request City Council authorize the Mayor to execute the necessary documents pertaining to the Subordination and Assumption of City Mortgages encumbering 37 1/2 Hanover Street/81 Columbus Street owned by Peninsula Economic Development Consortium to be conveyed to PASTORS Inc. for the proposed loan from CARO Federal Credit Union. The loan will repay SC Community Loan fund, reduce the interest on the debt and allow funding to conduct capital improvements on the

ACTION REQUEST: apartments and office.

ACTION: What action is being taken on the Property mentioned?

☐ **ACQUISITION BY**

☐ **DONATION/TRANSFER**

Donated By: _____

☐ **FORECLOSURE**

Terms: _____

☐ **PURCHASE**

Terms: _____

☐ **CONDEMNATION**

Terms: _____

☐ **OTHER**

Terms: _____

☐ **SALE BY**

☐ **NON-PROFIT ORG, please name** _____

Terms: _____

☐ **OTHER**

Terms: _____

☐ **LEASE**

☐ **INITIAL**

Lessor: _____

Lessee: _____

COMMERCIAL REAL ESTATE FORM

Terms: _____

☐

RENEWAL

Lessor: _____ Lessee: _____

Terms: _____

☐

AMENDMENT

Lessor: _____ Lessee: _____

Terms: _____

☒

Improvement of Property

Owner: PASTORS, Inc.

As outlined in the Subordination & Assumption Agreements
(attached)

Terms: _____

BACKGROUND CHECK: If Property Action Request is for the sale or lease of city property, has a background check been completed?

Yes ☐ No ☐

N/A

Results: _____

Signature: _____

Property Manager

ADDITIONAL : Please identify any pertinent detail (Clauses, Agreement Terms, Repeals, etc.) regarding City Property.

NEED: Identify any critical time constraint(s).

MEMORANDUM

DATE: November 2, 2021

TO: Mayor Tecklenburg, Chairperson Shahid and Members of the City's Committee on Real Estate

FROM: Daniel S. ("Chip") McQueeney, Jr., Assistant Corporation Counsel

RE: Subordination and Assumption of City Mortgages encumbering 37 ½ Hanover Street/81 Columbus Street (TMS Nos. 459-09-02-115 & 459-09-02-115-1), owned by Peninsula Economic Development Consortium, Inc., and to be conveyed to P.A.S.T.O.R.S., to proposed loan to CARO Federal Credit Union

It is my understanding that Peninsula Economic Development Consortium, Inc., a South Carolina non-profit corporation ("Owner") holds fee simple title to property designated as Charleston County TMS Nos. 459-09-02-115 and 459-09-02-115-1, located at the southwest corner of Hanover Street and Columbus Street, commonly known as 37 ½ Hanover Street/81 Columbus Street, in the City of Charleston, Charleston County, South Carolina (the "Property"). Owner intends to convey the Property to P.A.S.T.O.R.S. (the "Purchaser").

Owner and Purchaser request that the City consent to an Assumption Agreement permitting Purchaser to assume two loans to Owner and that the City agree to subordinate the referenced loans to a new proposed loan. Please allow this memorandum to serve as a brief analysis of the situation and a recommendation that the City grant the requests. I have attached hereto drafts of an Assumption Agreement and Subordination Agreement for your consideration.

The Property presently contains four units, consisting of two (2) office suites and two (2) dwelling units. Purchaser desires a new, first-priority loan (the "Proposed Loan") in the original principal amount of \$355,000.00 in favor from CARO Federal Credit Union (the "Proposed Lender").

South Carolina Community Loan Fund ("SCCLF") currently holds the first-priority lien on the Property, secured by a note in the original principal amount of \$190,000.00. The note is secured by a mortgage encumbering the Property, dated February 12, 2014, and recorded February 18, 2014, in Deed Book 0388 at Page 949 in the ROD Office for Charleston County, South Carolina (the "ROD"). According to documents provided by Purchaser, Purchaser will utilize a portion of the new loan to payoff this note and mortgage, with the payoff amount as of November 1, 2021, being \$113,573.82.

The remaining funds from the new loan will be used for various renovations to the Property, at a projected cost of \$225,000.00. An appraisal dated October 14, 2021, provided by Purchaser, indicates that the appraised value of the Property without the proposed renovations is \$640,000.00. The renovations are expected to be complete on or before February 1, 2022, and the appraised value of the Property with the completed renovations would be \$930,000.00.

The City holds two mortgages on the Property, both of which are subordinate to the SCCLF loan. On June 16, 2003, Purchaser, as the then-owner of the Property, gave the City a note and mortgage in the original principal amount of \$155,000.00. The mortgage was recorded against the Property on September 10, 2004, in Deed Book A509 at Page 532 in the ROD. This note and mortgage require the dwelling units on the Property to be rented to low and very low-income households at affordable rents for an affordability period of twenty (20) years. The debt secured by this note and mortgage is deferred and forgivable if the Owner complies with the obligations therein during the affordability period.

Section 12 of the above-referenced mortgage provides, in pertinent part:

Any subordination of this Mortgage to additional Mortgages or encumbrances of the BORROWER shall be only upon the written consent of the LENDER. Such consent to subordinate shall not be unreasonably withheld so long as the LENDER has the assurance, reasonable to the LENDER, that the provisions of this Mortgage remain enforceable and are adequately secured by the PROPERTY.

Section 18 of the mortgage provides, in relevant part: "The deferred payment loan secured by this Mortgage may not be assumed without the express written consent of the LENDER."

On February 12, 2014, Purchaser conveyed the Property to Owner by deed recorded on February 18, 2014, in Deed Book 0388 at Page 948 in the ROD. At the same time, Purchaser, Owner, and the City entered into an Assumption Agreement, under which Owner assumed the obligations of the 2003 note and mortgage given by Purchaser to the City. The Assumption Agreement was recorded on February 18, 2014, in Deed Book 0388 at Page 956 in the ROD.

The second mortgage held by the City arises from a note and mortgage given by Owner under the Home Investment Partnerships Program. On February 13, 2014, Owner gave a note to the City in the original principal amount of \$240,960.40. Payments under the note are deferred, and the debt will be forgiven on February 13, 2033, so long as the Owner complies with all terms and conditions of the loan agreement, note, and mortgage. This debt is also secured by a Home Investment Partnerships Program Mortgage from Owner to City encumbering the Property, dated February 13, 2014, and recorded on February 18, 2014, in Deed Book 0399 at Page 954. The 2014 note and mortgage require Owner to re-construct the housing and a business office at the Property for the purpose of constructing dwelling units for persons earning 60% of AMI and for constructing commercial space for use by the Owner or for lease to another legal entity.

The second mortgage contains a subordination provision in Section 9, but the City's consent may be "granted or withheld" in the City's sole and absolute discretion. Section 15 of the mortgage requires the City's written consent to any assumption agreement.

The City subordinated the above-described notes and mortgages to the first-priority note and mortgage given by Owner to SCCLF by Subordination Agreement dated February 13, 2014, and recorded February 18, 2014, in Deed Book 0388 at Page 957 in the ROD.

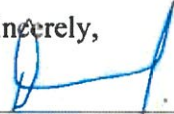
The current debt encumbering the Property is \$509,534.22, with the City holding \$395,960.40 of such debt. Therefore, the current loan-to-value ("LTV") ratio is approximately 80%. If the Proposed Loan is authorized and closed, *and the proceeds from the Proposed Loan are used to satisfy the Owner's current first-mortgage loan to SCCLF, and the renovations are completed*, based on the new appraised value of \$930,000.00, the LTV ratio will increase only about 1% over the current ratio, to almost 81%.

Assuming the accuracy of the information submitted with the request, I would recommend approval of a new Assumption Agreement among Owner, Purchaser, and the City, under which Purchaser would assume the new loans to the City. Based on the foregoing, assuming the accuracy of the information submitted with the subordination request, I would recommend that the request be approved, so long as (1) the proceeds from the Proposed Loan are used to satisfy the Owner's current loan to SCCLF; and (2) the Proposed Loan provides reasonable assurances that the renovations will be completed in a timely manner.

Please let me know should you have any additional questions or concerns.

With kindest regards, I am,

Sincerely,



Daniel S. ("Chip") McQueeney, Jr.

DSM

ASSUMPTION AGREEMENT

RECITALS

- 1

- H. Original Borrower executed a promissory note in favor of Lender, entitled Home Investment Partnerships Program Promissory Note, evidencing the Second City Loan, in the original principal amount of \$240,960.40, payable to Lender (the "Second City Note"), further setting forth the terms of the Second City Loan.
- I. To secure payment of the Second City Loan, Original Borrower executed and delivered to Lender a mortgage, entitled Home Investment Partnerships Program Mortgage (the "Second City Mortgage"), recorded on February 18, 2014, in Deed Book 0388 at Page 954 in the ROD.
- J. The term "Second City Loan Documents" means the Second City Note, the Second City Mortgage, and the loan agreement relating thereto, any guaranties, any indemnity agreements, any collateral agreements, and any other documents now or in the future executed by New Borrower or Original Borrower, any guarantor, or any other person in connection with the Second City Loan evidenced by the Second City Note, as such documents may be amended from time to time.
- K. Original Borrower has transferred or has agreed to transfer all of its right, title, and interest in and to the Property secured by the First City Mortgage and the Second City Mortgage to New Borrower, and New Borrower has agreed to assume all of Original Borrower's rights, obligations, and liabilities created or arising under the First City Loan Documents or the Second City Loan Documents (collectively, the "Loan Documents").

AGREEMENT

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, for an in consideration of Ten and no/100 Dollars (\$10.00), these premises, the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Original Borrower, the New Borrower, and the Lender agree as follows:

- 1. **Assumption of Obligations.** New Borrower covenants, promises, and agrees that New Borrower will unconditionally assume, agrees to pay, and shall be bound by all terms, provisions, and covenants of the Loan Documents to Lender as if New Borrower had been the original maker of the Loan Documents. New Borrower will pay all sums to be paid and perform each and every obligation to be paid or performed by Original Borrower under and in accordance with the terms and conditions of the Loan Documents assumed by New Borrower.
- 2. **Lender Consent.** Subject to the satisfaction of all conditions set forth in this Agreement, Lender consents to New Borrower's assumption of the Loan Documents.
- 3. **General Provisions.**
 - (a) All modifications or amendments to this Agreement must be approved by the parties hereto in a signed writing.

- (b) This Agreement and the legal relationship between the parties shall be governed by and construed in accordance with the laws of the State of South Carolina.
 - (c) This Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective heirs, successors, and permitted assigns.
 - (d) Except as expressly modified by this Agreement, the Loan Documents are unchanged and remain in full force and effect, and are hereby expressly approved, ratified, and confirmed.
 - (e) No provision of this Agreement that is held to be inoperative, unenforceable, or invalid will affect the remaining provisions of this Agreement, and, to this end, all provisions of the Agreement are declared to be severable.
 - (f) Time is of the essence in this Agreement.
4. **Executed Original.** An executed original of this Agreement will be recorded in the ROD as a modification to the First City Mortgage and the Second City Mortgage.
5. **Recitals and Exhibits.** The recitals and exhibits are incorporated into this Agreement by reference, as if fully restated verbatim.

**[REMAINDER OF PAGE INTENTIONALLY BLANK;
SIGNATURE PAGES TO FOLLOW]**

IN WITNESS WHEREOF, the Original Borrower has executed this Agreement as of the date written above.

WITNESSES:

ORIGINAL BORROWER:

Print Name: _____

Peninsula Economic Development
Consortium, Inc.

Print Name: _____

By: _____

Print Name: _____

Its: _____

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGMENT

COUNTY OF CHARLESTON)

I, _____, Notary Public for South Carolina, do hereby certify that Peninsula Economic Development Consortium, Inc., by _____, its _____, personally appeared before me and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 2021

Notary Public for South Carolina

My Commission Expires: _____

**[REMAINDER OF PAGE INTENTIONALLY BLANK;
SIGNATURE PAGES TO FOLLOW]**

IN WITNESS WHEREOF, the New Borrower has executed this Agreement as of the date written above.

WITNESSES:

NEW BORROWER:

Print Name: _____

P.A.S.T.O.R.S.

Print Name: _____

By: _____

Print Name: _____

Its: _____

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGMENT

COUNTY OF CHARLESTON)

I, _____, Notary Public for South Carolina, do hereby certify that
P.A.S.T.O.R.S., by _____, its _____,
personally appeared before me and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this ____ day of _____, 2021

Notary Public for South Carolina

My Commission Expires: _____

**[REMAINDER OF PAGE INTENTIONALLY BLANK;
SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the Lender has executed this Agreement as of the date written above, solely to show its consent to the assumption by New Borrower of the Loan Documents.

WITNESSES:

CONSENTED TO BY LENDER:

Print Name: _____

CITY OF CHARLESTON

Print Name: _____

By: _____

Print Name: John J. Tecklenburg

Its: Mayor

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGMENT

COUNTY OF CHARLESTON)

I, _____, Notary Public for South Carolina, do hereby certify that the City of Charleston, by John J. Tecklenburg, its Mayor, personally appeared before me and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 2021

Notary Public for South Carolina

My Commission Expires: _____

[REMAINDER OF PAGE INTENTIONALLY BLANK; EXHIBIT TO FOLLOW]

EXHIBIT A

[LEGAL DESCRIPTION OF PROPERTY]

All that certain piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being on the southwest corner of Hanover Street and Columbus Street, in the City of Charleston, Charleston County, South Carolina, measuring and containing in front on Columbus Street, thirty feet (30'), more or less, and on the back line thirty feet (30'), more or less; and in depth, from north to south, fifty feet (50'), be the said dimensions, more or less. Butting and bounding to the north on Columbus Street; to the east on Hanover Street; to the south by a lot of land now or formerly of Lucas; and to the west on a lot of land now or late of Robert H. Harvey.

This being the same property conveyed by that certain deed from Peninsula Economic Development Consortium, Inc., to P.A.S.T.O.R.S., dated _____, 2021, and recorded on _____, 2021, in Deed Book _____ at Page _____, in the ROD Office for Charleston County, South Carolina.

TMS Nos. 459-09-02-115 and 459-09-02-115-1

[END OF DOCUMENT]

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) SUBORDINATION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS that the CITY OF CHARLESTON (“Lender”) is the owner and holder of those certain mortgages (collectively, the “Mortgages”) described as follows:

1. HOME PROGRAM MORTGAGE from PASTORS, Inc. dated June 16, 2003, and recorded September 10, 2004, in Deed Book A509 at Page 532 in the ROD Office for Charleston County, South Carolina, as assumed by that certain Assumption Agreement dated February 12, 2014, and recorded February 18, 2014, in Deed Book 0388 at Page 956, and as assumed by that certain Assumption Agreement dated _____, 2021, and recorded on _____, 2021, in Deed Book _____ at Page _____ in the ROD Office for Charleston County, South Carolina (collectively, the “2003 Mortgage”);
2. HOME INVESTMENT PARTNERSHIPS PROGRAM MORTGAGE from Peninsula Economic Development Consortium, Inc., dated February 12, 2014, and recorded February 18, 2014, in Deed Book 0388 at Page 954 in the ROD Office for Charleston County, South Carolina, as assumed by that certain Assumption Agreement dated _____, 2021, and recorded on _____, 2021, in Deed Book _____ at Page _____ in the ROD Office for Charleston County, South Carolina (collectively, the “2014 Mortgage”).

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Lender does hereby subordinate the lien of the 2003 Mortgage and the 2014 Mortgage (collectively, the "Mortgages") against that certain real property described in Exhibit A, attached hereto and incorporated herein by reference (the "Property"), to the lien and terms of the mortgage from P.A.S.T.O.R.S. to _____, dated _____, 2021, and recorded on _____, 2021, in Deed Book _____ at Page _____ in the ROD Office for Charleston County, South Carolina, and, except as expressly set forth herein, the priority, liens, and encumbrances of the Mortgages shall remain in full force and effect.

**[REMAINDER OF PAGE INTENTIONALLY BLANK;
SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the CITY OF CHARLESTON has caused these presents to be signed in its name this ____ day of _____, 2021.

WITNESSES:

THE CITY OF CHARLESTON

Witness No. 1

Print Name: _____

By: _____

Print Name: John J. Tecklenburg

Its: Mayor

Witness No. 2

Print Name: _____

STATE OF SOUTH CAROLINA)

)

COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

THE FOREGOING instrument was acknowledged before me this ____ day of _____, 2021, by the City of Charleston, a South Carolina municipality, by John J. Tecklenburg, its Mayor.

(SEAL)

Print Name: _____

Notary Public for South Carolina

My Commission Expires: _____

[REMAINDER OF PAGE INTENTIONALLY BLANK; EXHIBIT TO FOLLOW]

EXHIBIT A

[LEGAL DESCRIPTION OF PROPERTY]

All that certain piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being on the southwest corner of Hanover Street and Columbus Street, in the City of Charleston, Charleston County, South Carolina, measuring and containing in front on Columbus Street, thirty feet (30'), more or less, and on the back line thirty feet (30'), more or less; and in depth, from north to south, fifty feet (50'), be the said dimensions, more or less. Butting and bounding to the north on Columbus Street; to the east on Hanover Street; to the south by a lot of land now or formerly of Lucas; and to the west on a lot of land now or late of Robert H. Harvey.

This being the same property conveyed by that certain deed from Peninsula Economic Development Consortium, Inc., to P.A.S.T.O.R.S., dated _____, 2021, and recorded on _____, 2021, in Deed Book _____ at Page _____, in the ROD Office for Charleston County, South Carolina.

TMS Nos. 459-09-02-115 and 459-09-02-115-1

[END OF DOCUMENT]

c.)

REAL ESTATE COMMITTEE
GENERAL FORM


TO: John J. Tecklenburg, Mayor DATE: November 9, 2021
FROM: Geona Shaw Johnson DEPT: Housing and Community Development
ADDRESS: 2 and 4 Father Grants Court, Charleston, SC
TMS: 459-09-02-131

Request City Council to authorize the Mayor to execute the necessary documents pertaining to the Subordination of the City Mortgage encumbering 2 & 4 Father Grants Court for a proposed loan to the PASTORS organization from CARO Federal Credit Union. The loan will refinance and pay out the loan to the first lienholder, Snyovus, secure an improved interest rate and allow funding for capital improvements.

ACTION REQUEST: _____

COORDINATION: The request has been coordinated with:

All supporting documentation must be included

	<u>Signature</u>	<u>Attachments</u>
Department Head		<input checked="" type="checkbox"/>
Legal Dept	_____	<input type="checkbox"/>
Property Coordinator	_____	<input type="checkbox"/>
Property Manager	_____	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>

FUNDING: Was funding needed? Yes ☐ No ☒

If yes, was funding previously approved? Yes ☐ No ☐

Acct: _____

*If approved, provide the following: Dept/Div. _____ Acct: _____

Balance in Account _____ Amount needed for this item _____

NEED: Identify any critical time constraint(s).

***Commercial Property and Community & Housing Development have an additional form.**

COMMERCIALREAL ESTATE FORM

TO: Real Estate Committee DATE: November 9, 2021
FROM: Geona Shaw Johnson DEPT: Housing and Community Development
ADDRESS: 2 & 4 Father Grants Court, Charleston, SC
TMS: 459-09-02-131

Request City Council to authorize the Mayor to execute the necessary documents pertaining to the Subordination of the City Mortgage encumbering 2 & 4 Father Grants Court for a proposed loan to CARO Federal Credit Union.

ACTION REQUEST: _____

ACTION: What action is being taken on the Property mentioned?

☐ **ACQUISITION BY**

☐ **DONATION/TRANSFER**
Donated By: _____

☐ **FORECLOSURE**
Terms: _____

☐ **PURCHASE**
Terms: _____

☐ **CONDEMNATION**
Terms: _____

☐ **OTHER**
Terms: _____

☐ **SALE BY**

☐ **NON-PROFIT ORG, please name** _____
Terms: _____

☐ **OTHER**
Terms: _____

☐ **LEASE**

☐ **INITIAL**
Lessor: _____ Lessee: _____
Terms: _____

☐ **RENEWAL**

COMMERCIALREAL ESTATE FORM

Lessor: _____ Lessee: _____
Terms: _____

☐

AMENDMENT

Lessor: _____ Lessee: _____
Terms: _____

☒

Improvement of Property

Owner: PASTORS, Inc.
As outlined in the Subordination & Assumption Agreements
Terms: (attached)

BACKGROUND CHECK: If Property Action Request is for the sale or lease of city property, has a background check been completed?

Yes

☐

No

☐

N/A

Results: _____

Signature: _____

Property Manager

ADDITIONAL : Please identify any pertinent detail (Clauses, Agreement Terms, Repeals, etc.) regarding City Property.

NEED: Identify any critical time constraint(s).

MEMORANDUM

DATE: November 2, 2021

TO: Mayor Tecklenburg, Chairperson Shahid and Members of the City's Committee on Real Estate

FROM: Daniel S. ("Chip") McQueeney, Jr., Assistant Corporation Counsel

RE: Subordination of City Mortgages encumbering 2 & 4 Father Grants Court, formerly 69 America Street (TMS No. 459-09-02-131), owned by P.A.S.T.O.R.S. INC., to proposed loan to CARO Federal Credit Union

It is my understanding that P.A.S.T.O.R.S. INC. ("Owner") holds fee simple title to property designated as Charleston County TMS No. 459-09-02-131, located at 2 and 4 Father Grants Court, formerly 69 America Street, in the City of Charleston, Charleston County, South Carolina (the "Property"). Owner developed the Property into six (6) dwelling units, all of which are subject to restrictions requiring the Owner to rent to 65% AMI households, with an affordability period running through April 12, 2071.

Owner is in the process of refinancing the primary mortgage on the Property and requests that the City of Charleston (the "City") subordinate three existing loans, secured by mortgages on the Property, to a new loan in the original principal amount of \$370,000.00. The current loans associated with the Property, in order of priority, are as follows:

1. NBSC has a first priority lien securing a loan with an original principal amount of \$375,000.00, pursuant to a mortgage dated May 31, 2011, and recorded on June 1, 2011, in Deed Book 0190 at Page 074 in the ROD Office for Charleston County, South Carolina (the "ROD"); an Assignment of Contracts, Contract Rights, Deposits, Leases, Rents, Revenues and Accounts dated May 31, 2011, and recorded on June 1, 2011, in Deed Book 0190 at Page 075 in the ROD; and an Assignment of Leases, Rents, and Profits dated May 31, 2011, and recorded on June 23, 2011, in Deed Book 0193 at Page 980 in the ROD. According to documents provided by Owner, the payoff on this loan, as of October 26, 2021, is \$349,045.93.
2. The City has a second priority lien by virtue of a Home Program Note dated May 31, 2011, securing an original principal amount of \$100,000.00, with the debt being secured by a Home Program Mortgage on the Property dated May 31, 2011, and recorded on June 1, 2011, in Deed Book 0190 at Page 076 in the ROD. These instruments originally required payments of principal and interest to the City, amortized over thirty (30) years, with the first payment due on the beginning of the month following the construction period for the project (12 months) and a maturity date thirty (30) years after the date of the note. However, the City recently modified these instruments to make the debt forgivable, such that it will automatically be forgiven thirty (30) years after the date of the promissory note if the Owner satisfies the obligations of the subject loan agreement. The loan agreement requires

the Owner to develop six (6) dwelling units on the Property, to be rented to 65% AMI households at an affordable rent with a 30-year affordability period. Restrictive Covenants, recorded in the ROD on June 1, 2011, in Deed Book 0190 at Page 079, reiterate these requirements. In exchange for making the above-referenced note and mortgage forgivable, the parties modified the restrictive covenants to make the affordability period run through April 12, 2071.

3. The City has a third priority lien by virtue of a deferred (forgivable) Home Program Note and Home Program Mortgage, securing a debt in the original principal amount of \$140,000.00. This note and mortgage are dated May 31, 2011, and the mortgage was recorded on June 1, 2011, in Deed Book 0190 at Page 077 in the ROD. This debt will automatically be forgiven thirty (30) years after the date of the promissory note if the Owner satisfies the obligations of the subject loan agreement.
4. The City has a fourth priority lien by virtue of a Home Program Note and Home Program Mortgage, both dated June 9, 2008, securing a debt in the original principal amount of \$100,000.00. The mortgage was recorded on June 20, 2008, in Deed Book U662 at Page 667 in the ROD. This note and mortgage are also forgivable, with the debt to be forgiven thirty years after the date of the note, so long as Owner constructs six (6) dwelling units on the Property, with at least four (4) of the dwelling units being made available as low income (65% AMI) housing. This requirement is superfluous because restrictive covenants now require all the dwelling units be affordable through April 12, 2071.
5. Lowcountry Housing Trust, Inc. ("LHT") has a fifth priority note and mortgage, both dated April 16, 2008, securing a loan in the original principal amount of \$100,000.00. The promissory note matures on April 16, 2028. The mortgage was recorded on April 23, 2008, in Deed Book O657 at Page 359 in the ROD, and restrictions ensuring the Property would be developed into six (6) affordable housing units were recorded on April 23, 2008, in Deed Book P657 at Page 692. Even though LHT's mortgage was recorded prior to the remaining loans referenced herein, LHT subordinated its debt to the above-referenced loans by Subordination Agreements recorded in the ROD.

Each of the City's mortgages include provisions requiring the City's written consent to any subordination to additional mortgages or encumbrances of the Property, with such consent not to be unreasonably withheld. Such provisions also state that the City must have assurance, reasonable to the City, that the provisions of the mortgages remain enforceable and are adequately secured by the Property if the subordination request is granted.

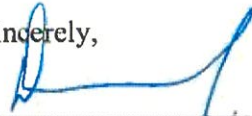
Owner now desires to pay-off its existing loan from NBSC by giving a new note in the principal amount of \$370,000.00 (the "Proposed Loan") to CARO Federal Credit Union (the "Proposed Lender"). The new note will be secured by a mortgage on the Property in favor of the Proposed Lender. The balance of the amount borrowed by Owner, after the payoff, will be used for deferred maintenance, at a projected cost of \$23,500.00. The repairs are expected to be completed by January 1, 2022. Owner submitted an appraisal of the Property, concluding that the current market value of the Property is \$920,000.00 and that the prospective market value after deferred maintenance is completed will be \$950,000.00.

If the Proposed Loan is authorized and closed, *and the proceeds from the Proposed Loan are used to satisfy the Owner's current first-mortgage loan to NBSC*, the loan-to-value ("LTV") ratio on the Property will be approximately 88%. Discounting the subordinated loan to LHT, the LTV ratio, including the City's loans, is currently 75%. The new loan would increase this ratio to 78% without consideration of the deferred maintenance improvements. If the deferred maintenance improvements are considered, the new LTV ratio would be 72.5%.

Based on the foregoing, assuming the accuracy of the information submitted with the subordination request, I would recommend that the request be approved, so long as the proceeds from the Proposed Loan are used to satisfy Owner's current loan to NBSC. Please let me know should you have any questions or concerns.

With kindest regards, I am,

Sincerely,



Daniel S. ("Chip") McQueeney, Jr.

DSM

STATE OF SOUTH CAROLINA)
) SUBORDINATION OF MORTGAGE
COUNTY OF CHARLESTON)

KNOW ALL MEN BY THESE PRESENTS that the CITY OF CHARLESTON (“Lender”) is the owner and holder of those certain mortgages (collectively, the “Mortgages”) from P.A.S.T.O.R.S. INC. (“Borrower”), described, in order of priority, as follows:

1. HOME PROGRAM MORTGAGE from P.A.S.T.O.R.S. INC., dated May 31, 2011, and recorded June 1, 2011, in Deed Book 0190 at Page 076 in the ROD Office for Charleston County, South Carolina, as modified by that MORTGAGE MODIFICATION AGREEMENT dated February 27, 2020, and recorded on February 28, 2020 in Deed Book 0863 at Page 096 in the ROD Office for Charleston County, South Carolina;
2. HOME PROGRAM MORTGAGE from P.A.S.T.O.R.S. INC., dated May 31, 2011, and recorded June 1, 2011, in Deed Book 0190 at Page 077 in the ROD Office for Charleston County, South Carolina; and
3. HOME PROGRAM MORTGAGE from P.A.S.T.O.R.S. INC., dated June 9, 2008, and recorded June 20, 2008, in Deed Book U662 at Page 667 in the ROD Office for Charleston County, South Carolina.

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Lender does hereby subordinate the lien of the Mortgages against that certain real property described in Exhibit A, attached hereto and incorporated herein by reference (the "Property"), to the lien and terms of the mortgage from Borrower to _____, dated _____, 2021, and recorded on _____, 2021, in Deed Book _____ at Page _____ in the ROD Office for Charleston County, South Carolina, and, except as expressly set forth herein, the priority, liens, and encumbrances of the Mortgages shall remain in full force and effect.

IN WITNESS WHEREOF, the CITY OF CHARLESTON has caused these presents to be signed in its name this ____ day of _____, 2021.

WITNESSES: THE CITY OF CHARLESTON

Witness No. 1
Print Name:

By: _____
Print Name: John J. Tecklenburg
Its: Mayor

Witness No. 2
Print Name:

ACKNOWLEDGEMENT

(SEAL)

Notary Public for South Carolina

2

EXHIBIT A

All that lot, piece, or parcel of land, with the buildings and improvements thereon, situate, lying, and being in the City of Charleston, County of Charleston, State of South Carolina, now known as 2 and 4 Father Grants Court, formerly known as 69 America Street, shown and described as "TMS NO 459-09-02-131, 0.10 Ac)," on that certain plat entitled, "PLAT SHOWING PROPERTY OWNED BY JOHN B. MAY, ABOUT TO BE CONVEYED TO PINEFIELD DEVELOPMENT, LLC, CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA," by Paul C. Lawson (SCPLS 14191), dated March 18, 2002, and recorded April 1, 2002, in Plat Book DD at Page 185 in the ROD Office for Charleston County, South Carolina, referenced to the said plat being craved for a more complete and accurate description.

TMS No. 459-09-02-131


d.)

COMMITTEE ON WAYS AND MEANS
GENERAL FORM

TO: Committee on Ways and Means DATE: October 28, 2021
FROM: Julia Copeland DEPT: Legal
ADDRESS: N/A
TMS: N/A
PROPERTY OWNER: City of Charleston
ACTION REQUEST: Ordinance to Amend Agreement between City of Charleston and Old Exchange Building Commission for an additional year.

ORDINANCE: Is an ordinance required? Yes ☒ No ☐

COORDINATION: The request has been coordinated with:
All supporting documentation must be included

	<u>Signature</u>	<u>Attachments</u>
Department Head	_____	<input type="checkbox"/>
Legal Department	 _____	<input checked="" type="checkbox"/>
Chief Financial Officer	_____	<input type="checkbox"/>
Director Real Estate Management	_____	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>

FUNDING: Was funding needed? Yes ☐ No ☒
If yes, was funding previously approved?* Yes ☐ No ☐

*If approved, provide the following: Dept/Div. _____ Acct: _____
Balance in Account _____ Amount needed for this item _____

NEED: Identify any critical time constraint(s).



Ratification
Number _____

AN ORDINANCE

AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT BETWEEN CITY OF CHARLESTON AND OLD EXCHANGE BUILDING COMMISSION FOR AN ADDITIONAL YEAR.

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS OF CHARLESTON, IN CITY COUNCIL ASSEMBLED:

Section 1. That the Mayor is hereby authorized to execute on behalf of the City an Amendment to the Agreement between City of Charleston and Old Exchange Building Commission for an additional year.

Section 2. That this Ordinance shall become effective upon ratification.

Ratified in City Council this ____ day of _____ in the year of Our Lord, 2021, in the 246th Year of the Independence of the United States of America.

By: _____
John J. Tecklenburg, Mayor

ATTEST: By: _____
Jennifer Cook
Clerk of Council

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

AMENDMENT

THIS AMENDMENT TO AGREEMENT is made and entered into as of the ____ day of _____, 2021, by and between the **CITY OF CHARLESTON** (hereinafter referred to as the "City") and the **OLD EXCHANGE BUILDING COMMISSION** (hereinafter referred to as the "Commission").

WHEREAS, the parties entered into an Agreement on November 23, 1989 (hereinafter referred to as the "Agreement"), which sets forth the parties' respective rights and obligations governing the management of the Old Exchange Building by the City and which is attached hereto as Exhibit 1; and,

WHEREAS, the parties last year amended the aforesaid Agreement to extend the term for one (1) year from November 23, 2020 to November 23, 2021; and,

WHEREAS, the parties again desire to amend the aforesaid Agreement in order to extend its term for one (1) year.

NOW, THEREFORE, for and consideration of the sum of One and 00/100 (\$1.00) Dollar and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Article X of the Agreement is hereby amended to extend its term for one (1) year from November 23, 2021 to November 23, 2022.

In all other respects, the Agreement heretofore entered into by and between the parties remains unmodified and in full force and effect.

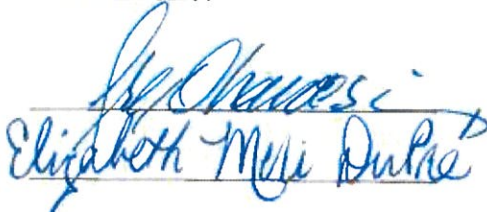
WITNESSES:

CITY OF CHARLESTON

By: _____
John J. Tecklenburg
Mayor, City of Charleston

Date: _____

WITNESSES:


Elizabeth Marie Dubre

OLD EXCHANGE BUILDING
COMMISSION

By: 
Alexia J. Helsley, Chairman

Date: Oct 26 20 21

COPY

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)

AGREEMENT

AGREEMENT concluded this 23rd day of November, 1999, by and between the Old Exchange Building Commission, an agency of the State of South Carolina (herein the COMMISSION), the City of Charleston, South Carolina, a municipal corporation of the State of South Carolina (herein the CITY), and the personnel performing the responsibilities at the Old Exchange Building (herein the STAFF).

WHEREAS, the COMMISSION, created by Act 678 of 1976, as amended, is responsible for the restoration, development, administration and control of the Old Exchange Building, a public building built between 1768 and 1771, possessing historical and architectural significance, located at the corner of East Bay Street and Exchange Street in Charleston, South Carolina; and

WHEREAS, among the powers held by the COMMISSION is that of setting, determining and implementing policies for the administration and control of the Old Exchange Building pursuant to agreements and contracts entered by it in an effort to achieve the development, restoration and administration of the Old Exchange Building; and

WHEREAS, the COMMISSION currently leases the Old Exchange Building from the Rebecca Motte Chapter of the Daughters of the American Revolution and the South Carolina State Society of the Daughters of the American Revolution for the purpose of restoring, maintaining, preserving and holding open to the general public the Old Exchange Building; and

WHEREAS, the parties have come to an accord concerning the management of the Old Exchange Building, and do execute this document in evidence of that understanding.

NOW, THEREFORE, for and in consideration of the foregoing recitals, and in further consideration of the mutual promises, covenants, and conditions as are hereinafter set forth, it is agreed by and between the parties as follows:

I. THE PREMISES.

The leased premises which constitute the subject of this Agreement is the Old Exchange Building, located at the northeast corner of East Bay and Exchange Street in the City of Charleston, South Carolina, and also includes that parcel of property east of the Exchange Building, formerly a portion of Secession Street, heretofore abandoned by the City Council of Charleston on June 12, 1979, the title to which was acquired by the South Carolina State Society of the National Society of the Daughters of the American Revolution and the Rebecca

Motte Chapter of the National Society of the Daughters of the American Revolution, as trustees, upon the abandonment by the City Council and by deeds dated July 26, 1979, and November 19, 1979, and recorded in the R.M.C. Office for Charleston County in Book Y-120 at Pages 352 and 353. The latter described premises shall at all times be utilized in a manner consistent with any limitations, covenants, conditions, restrictions or rights or reentry as may be set forth in the deed dated July 26, 1979.

II. MANAGEMENT.

The Commission does hereby engage the City, and the City does hereby accept the engagement from the Commission, to manage, and otherwise undertake the daily operation of the premises as aforescribed. Management responsibilities of the City include, but shall not be necessarily limited to, the following:

(A) The City, in consultation with the Commission, shall be responsible for adequately staffing the premises with City employees so as to assure that the premises is operated in an efficient, safe and workmanlike manner by the staff.

(B) The City shall be responsible for the daily maintenance of the premises, including routine upkeep and repairs. Routine upkeep and repairs will include, but not be limited to, such things as daily cleaning, minor electrical repairs, minor plumbing repairs, regular maintenance of woodwork and floors, regular maintenance of the planters and garden areas and minor touch-up painting. The City will consult with an architect designated by the Department of Archives and History concerning maintenance of the building and floors. Any professional fees which may be incurred for such consultation shall be payable from the Sources of Funds (as described in Section III of this Agreement) and shall not be the responsibility of the City.

The City shall utilize its best efforts to comply with the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings in the maintenance of the premises, marked Exhibit A, attached hereto and incorporated by reference herein.

(C) The City shall be responsible for the promotion of the premises in an effort to maximize public awareness, access and visitation to the premises, and educate the public and visitors to the premises concerning the historical significance of the building and the patriotic purposes which it continues to portray. The City will utilize its best efforts to develop a program to showcase the Building as a cultural, historical and architectural resource. The Commission requests quarterly reporting on these activities.

(D) The City shall be responsible for accounting to the Commission for the receipt and expenditure of monies raised and expended in the operation of the premises.

The accounting and payment procedures shall follow those regulations as required by the generally accepted accounting principles.

(E) The City shall prepare a quarterly accounting of receipts and disbursements, including balances, and present the same to the Commission at its regularly scheduled quarterly meetings. These financial statements shall accurately reflect the income, expenses, and balances, and its reconciliation to the Old Exchange Building bank statements. FURTHER, the City will provide current copies of the monthly bank statements each month to the Director of the Old Exchange Building and to the Commission Finance Committee Chairman. The City will also ensure that the Director of the Old Exchange Building (or designated representative of the Old Exchange Building) and a representative of the City Finance Department responsible for the financial records of the Old Exchange Building is present at quarterly Commission meetings for the purposes of presenting a management report.

(F) When required, the City timely will prepare the annual state appropriations budget for the premises to be presented to the South Carolina Budget and Control Board for every fiscal year which begins after the effective date of this Agreement. The budget prepared by the City will follow the procedures required by the South Carolina Budget and Control Board. This budget will be approved by the Commission prior to its being submitted to the South Carolina Budget and Control Board.

(G) The City will assist the Commission in arranging for its meetings, such assistance to include the mailing of notices, agendas and pertinent information for the Commission meetings, arranging for meeting sites and appropriate notification to the news media.

(H) The City will provide education programs utilizing its best efforts to continue such education programs consistent with principles of good management and the beneficial use of the building. The Commission requests quarterly reporting of these activities.

The City shall set hours and days for public visitation as it deems appropriate. The City may in its discretion, and to the extent as is allowed by law, charge admission fees for viewing the building. The City shall lease space available for corporate and social functions and shall determine the rate charges and fees for use of the premises, and may conduct other income-producing operations as it deems appropriate. The Commission requests quarterly reporting of these activities.

It is the intent hereof that the City shall have broad powers of management of the premises and is empowered to do any and all acts not specifically restricted or prohibited herein that are necessary or desirable for the proper management of the premises, provided, nevertheless, that the City shall not make any improvements or changes to the building or its exterior without written approval of the Commission and the South Carolina Department of Archives and History, if required.

III. SOURCES OF FUNDS.

Sources of funds for this Agreement include the annual state appropriation as may be approved, less such part thereof approved for the travel and per diem expenses of the Commission, any and all revenues generated from the operation of the premises and such other funds, as grants, that the parties may secure for the operation or improvement of the premises. It is specifically acknowledged that the City shall have no obligation or responsibility to appropriate any local or city funds to operate the premises, but it shall, pursuant to Paragraph II(F) hereof, utilize its best efforts to operate the premises within the projected state appropriation and revenues generated for its use. In the event the cost of operation is anticipated to exceed funds available, the City will timely notify the Commission and the Budget and Control Board of the anticipated shortfall. The Commission shall be responsible for securing the additional funds as may be necessary for the proper operation and maintenance of the building.

IV. EXPENSES OF MANAGEMENT.

Subject to the provisions of Section III hereof, the City shall be responsible for, and shall pay from Sources of Funds, expenses incurred in the operation and management of the premises, including, but not limited to, wages, utility costs, fire and public liability insurance written in such amounts as the City deems reasonable, and any other charge that may arise by virtue of its management of the premises.

Expenses for electrical and plumbing services requested will be reimbursed to the City upon presentation of an invoice reflecting materials cost and labor, which costs have been previously determined by an estimate and approved by the Director of the Old Exchange Building.

The City will be responsible for completion of work, quality and workmanship, and for any damages to the building and/or its equipment as a result of faulty work done by the City.

In the event the shortfall continues, the City shall have the right to terminate this Agreement at no cost to the City.

V. RECOGNITION OF THE COMMISSION'S LEASE.

The City does hereby recognize all terms of the lease between the Commission and the South Carolina State Society of the National Society of the Daughters of the American Revolution and the Rebecca Motte Chapter of the National Society of the Daughters of the American Revolution, dated December 16, 1976, as amended on July 24, 1978, as also amended on February 25, 1980, and does agree to strictly comply with all terms and conditions of said lease and amendment and any other amendments which relate to the premises, and shall not do or permit another to do any act which would cause a forfeiture of the aforementioned lease. The aforescribed lease and amendments are attached hereto as Exhibit B and incorporated herein by reference.

The City does hereby agree (at the request of the lessors) that members of the Fort Sullivan Chapter of the Daughters of the American Revolution will be permitted, upon showing identification and a paid-up current membership card to that Chapter, to enter the building without paying a fee therefore for the purpose of attending monthly meetings (nine times per year) in the Rebecca Motte Meeting Room so long as the Rebecca Motte Chapter agrees to such use of its room by the Fort Sullivan Chapter. The City agrees that members of the State Society of the Daughters of the American Revolution may enter the building without charge upon showing identification and a paid-up membership card in the Society.

The City does hereby agree (at the request of the lessors) that members of the National Society of the Colonial Dames of America in the State of South Carolina will be permitted to enter the building without paying a fee therefore for the purpose of attending monthly meetings at the discretion of the management of the Old Exchange Building in accordance with their Memorandum of Understanding date June 21, 1993. (Exhibit attached).

VI. DIVISION OF REVENUE.

The City shall be entrusted with and utilize for funding the daily operations, maintenance and upkeep of the premises, the entirety of such: (1) appropriations(s) as the Commission may receive from the State of South Carolina, less such sums delineated in the budget for Commission travel and per diem expense; and (2) any additional revenues or sums that the City may be able to generate from the management of the premises. Any appropriated balances remaining at the end of the fiscal year shall be returned to the State of South Carolina. Any revenue sums remaining at the end of the fiscal year generated by the City from the management of the premises shall be held and utilized by the City only for the purposes of operating and/or improving the Old Exchange Building, its contents or the premises upon which it is situate. Should there exist such sums upon the expiration of the Agreement, and if this Agreement is not renewed, such sums shall be transferred to the Commission. The City shall not

charge the Commission a management fee as compensation for carrying out the terms of this Agreement.

VII. IMPROVEMENTS TO THE PREMISES.

Subject to Section II herein, the City shall be entitled to make improvements to the premises as permitted in writing by the Commission or the South Carolina Department of Archives and History; provided, however, that any major or other capital expenditures as may be required for the premises shall be undertaken with the consent of the Commission and the South Carolina Department of Archives and History; and provided further, that the City, by virtue of this management agreement, does not undertake any affirmative responsibility or obligation to affect any real capital improvements to the premises. Any monies held by the City for the Commission designated for capital improvements to the premises shall be utilized in accordance with established projects. For purposes hereof, a major or capital expenditure is one which is necessitated to secure the structural integrity of the building, including its plumbing, wiring, HVAC equipment, roofing or exterior skin, or one which is necessitated by an accident or force majeure, and such other unforeseen or unexpected expenses that may arise and for which have not been budgeted.

VIII. EXHIBITS.

The City may pursue the replacement and/or upgrading of the exhibits presently on the premises. Should the City seek to replace or otherwise improve exhibits, it must secure the permission of the Commission, which Commission agrees to cooperate and assist the City in this regard, including, if necessary, the seeking of grants and/or additional state appropriations for that purpose. The replacement of exhibits may require proper storage of exhibits being replaced and the City recognizes there is limited storage capacity on the premises.

The Accessions Committee should be consulted with reference to the exhibits on the premises to ensure utilization of the premises to its best advantage for the purpose of educating the public of the building's historical value, and in the virtue of patriotism for which the building is a symbol.

IX. AUTHORITY TO LET.

The Commission does represent that it has the power and authority to enter into this Agreement and will indemnify and hold harmless the City against any claims so challenging that power or authority.

X. TERM.

This Agreement shall commence on November 23, 1999, and be effective for a term of one year. The Commission and the City shall have the

option to renew this Agreement for an additional one year on the same terms and conditions as herein agreed upon by the written approval of a representative of both parties. These renewal options cannot exceed the date of December 16, 2001, at which time the lease agreement between the Old Exchange Building Commission (State of South Carolina) and the South Carolina State Society of the National Society of the Daughters of the American Revolution and the Rebecca Motte Chapter of the National Society of the Daughters of the American Revolution will expire.

XI. BINDING AGREEMENT.

This Agreement shall be binding on each party and their respective heirs, successors and assigns.

XII. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of South Carolina.

XIII. CONTINGENCY.

This Agreement is contingent upon the approval of City Council of Charleston, South Carolina.

IN WITNESS WHEREOF, the parties have set their hands and seals this day and year as foresaid.

WITNESS

THE CITY COUNCIL OF CHARLESTON

Debra Matthews
Cathy Baker

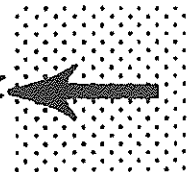
BY: Joseph P. Riley, Jr.
Mayor, City of Charleston

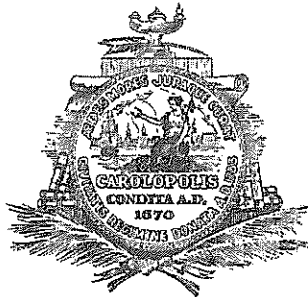
WITNESS

OLD EXCHANGE BUILDING COMMISSION

Dean Walker
Alene B. Crawley

BY: Louise T. Burgdorf
Louise T. Burgdorf
Chairman





Ratification
Number _____

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY ON CLEMENTS FERRY ROAD (62.775 ACRE) (TMS# 268-00-00-002), CAINHOY, BERKELEY COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 1. THE PROPERTY IS OWNED BY SANDRA J. SENN AND ELIZABETH WATSON.

BE IT ORDAINED BY THE MAYOR AND THE MEMBERS OF CITY COUNCIL, IN CITY COUNCIL ASSEMBLED:

Section 1. As an incident to the adoption of this Ordinance, City Council of Charleston finds the following facts to exist:

A) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town upon a Petition by all persons owning real estate in the area requesting annexation.

B) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.

C) The area comprising the said property is contiguous to the City of Charleston.

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described property be and hereby is annexed to and made part of the City of Charleston and is annexed to and made part of present District 1 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, property on Clements Ferry Road, (62.775 acre) is identified by the Berkeley County Assessors Office as TMS# 268-00-00-002, (see attached map) and includes all public rights-of-way, shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of _____ in the Year of Our Lord, _____, in the _____ Year of the Independence of the United States of America.

By:

John J. Tecklenburg
Mayor

Attest:

Jennifer Cook
Clerk of Council

Annexation Map

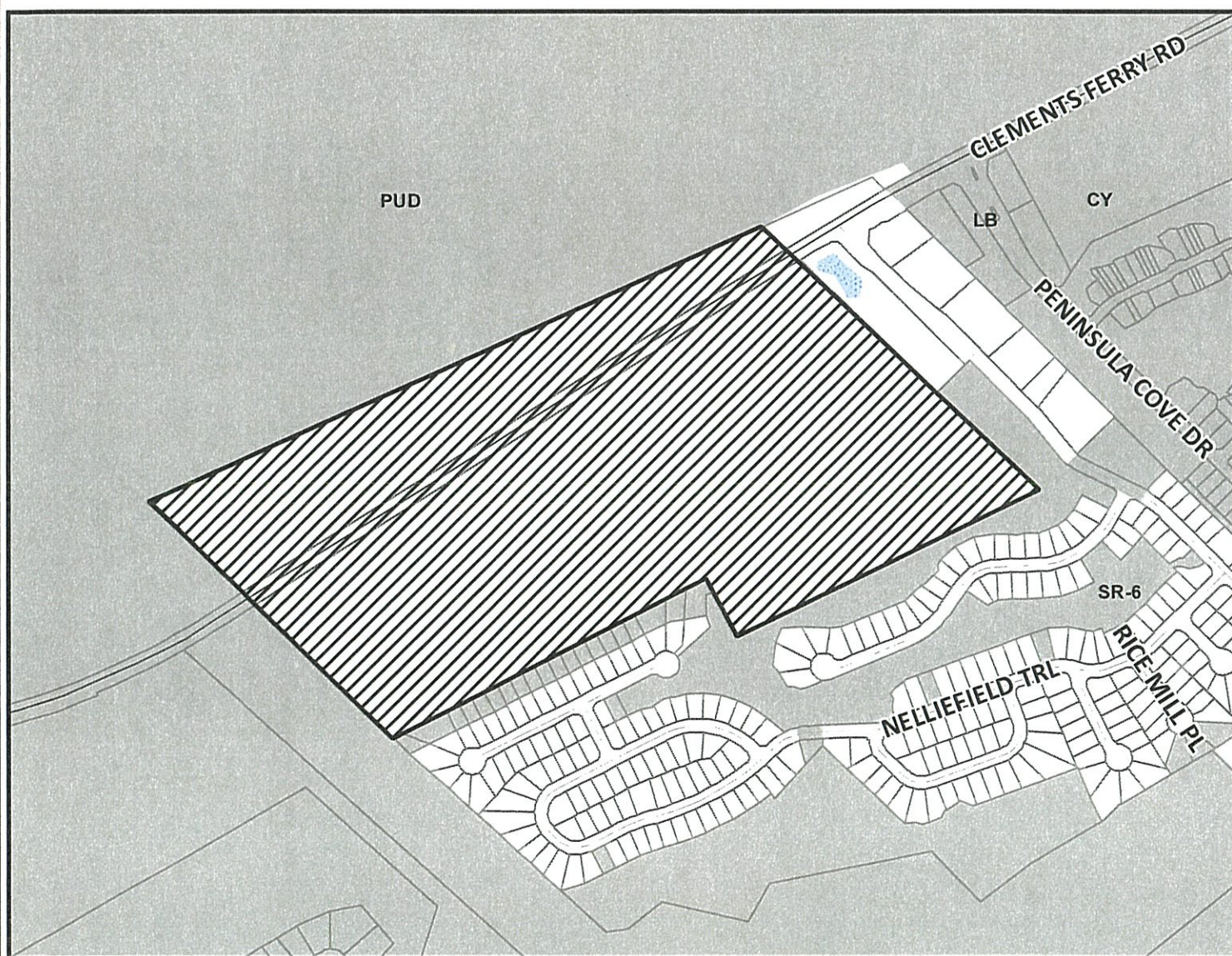
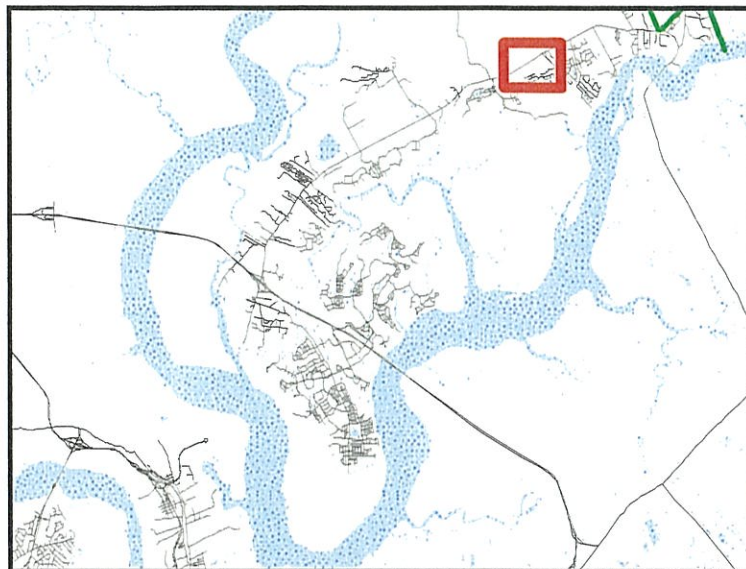
Location: Cainhoy

Property Address: Clements Ferry Road

Tax Map # (TMS): 2680000002

Area (Acres): approx. 62.775

Council District: 1



City of Charleston
Dept. of Planning, Preservation &
Sustainability
2 George St, Third Floor
Charleston, SC 29401
www.charleston-sc.gov

Date: 10/27/2021

Legend

UGB
Parcels

Annexation Area

Water

Charleston City Limits



0 150 300 600
Feet

Annexation Profile

Parcel Address: Clements Ferry Road

Presented to Council: 11/9/2021

Status: Received Signed Petition

Owner Names: Sandra J. Senn and Elizabeth Watson

Year Built:

Parcel ID: 2680000002

Number of Units: 0

Number of Persons: 0

Race: Commercial

Acreage: 62.775

Current Land Use: Vacant

Current Zoning: R-2

Requested Zoning: GB

Recommended Zoning: GB

Appraised Value: \$2,044,100.00

Assessed Value: \$15,700.00

Stormwater Fees: To Be Calculated

Mailing Address: 3 Wesley Dr
Charleston, SC 29407

City Area: Cainhoy

Subdivision:

Council District: 1

Within UGB: Yes

Police	Located in existing service area - Team 5
Fire	Located in existing service area - Station 21
Public Service	
Sanitation	Located in existing contract area. One additional stop.
Storm Water	Contiguous to existing service area.
Streets and Sidewalks	Additional State-maintained right-of-way
Traffic and Transportation	
Signalization	None
Signage	None
Pavement Markings	None
Charleston Water System	CWS service area.
Planning	
Urban Growth Line	Property is an undeveloped site within the line.
City Plan	City Center
Elevation Range	18-34 ft
Parks	Already being served.

Notes/Comments:

City Plan Recommendation:	The existing development and proposed zoning is consistent with the City Plan. Recommend annexation.
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STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY) PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation, and

WHEREAS, the area requesting annexation is described as follows, to wit:

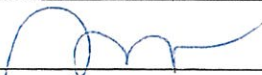
SAID PROPERTY, located in the Cainhoy area of Berkeley County (approximately 62.775 acres) to be annexed is identified by the Berkeley County Assessors Office as Property Identification Number: TMS# 268-00-00-002 (Clements Ferry Road).

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

Dated this 26th day of
October, 2021

FREEHOLDERS (OWNERS) SIGNED

DATE OF SIGNATURE


(Signature)

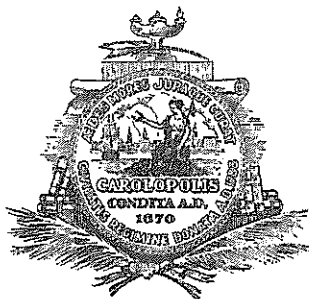
10/27/2021
(Date)

Sandra J. Senn
(Print Name) Managing Partner

(Signature)

(Date)

(Print Name)



Ratification
Number _____

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 1820 ALICE DRIVE (0.50 ACRE) (TMS# 350-14-00-095), WEST ASHLEY, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 5. THE PROPERTY IS OWNED BY JONATHAN AND EMMA SCHUMACHER.

BE IT ORDAINED BY THE MAYOR AND THE MEMBERS OF CITY COUNCIL, IN CITY COUNCIL ASSEMBLED:

Section 1. As an incident to the adoption of this Ordinance, City Council of Charleston finds the following facts to exist:

A) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town upon a Petition by all persons owning real estate in the area requesting annexation.

B) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.

C) The area comprising the said property is contiguous to the City of Charleston.

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described property be and hereby is annexed to and made part of the City of Charleston and is annexed to and made part of present District 5 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, 1820 Alice Drive, (0.50 acre) is identified by the Charleston County Assessors Office as TMS# 350-14-00-095, (see attached map) and includes all marshes, public waterways and public rights-of-way, shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of _____
in the Year of Our Lord,
_____, in the _____ Year of the Independence of
the United States of America.

By:

John J. Tecklenburg
Mayor

Attest:

Jennifer Cook
Clerk of Council

Annexation Map

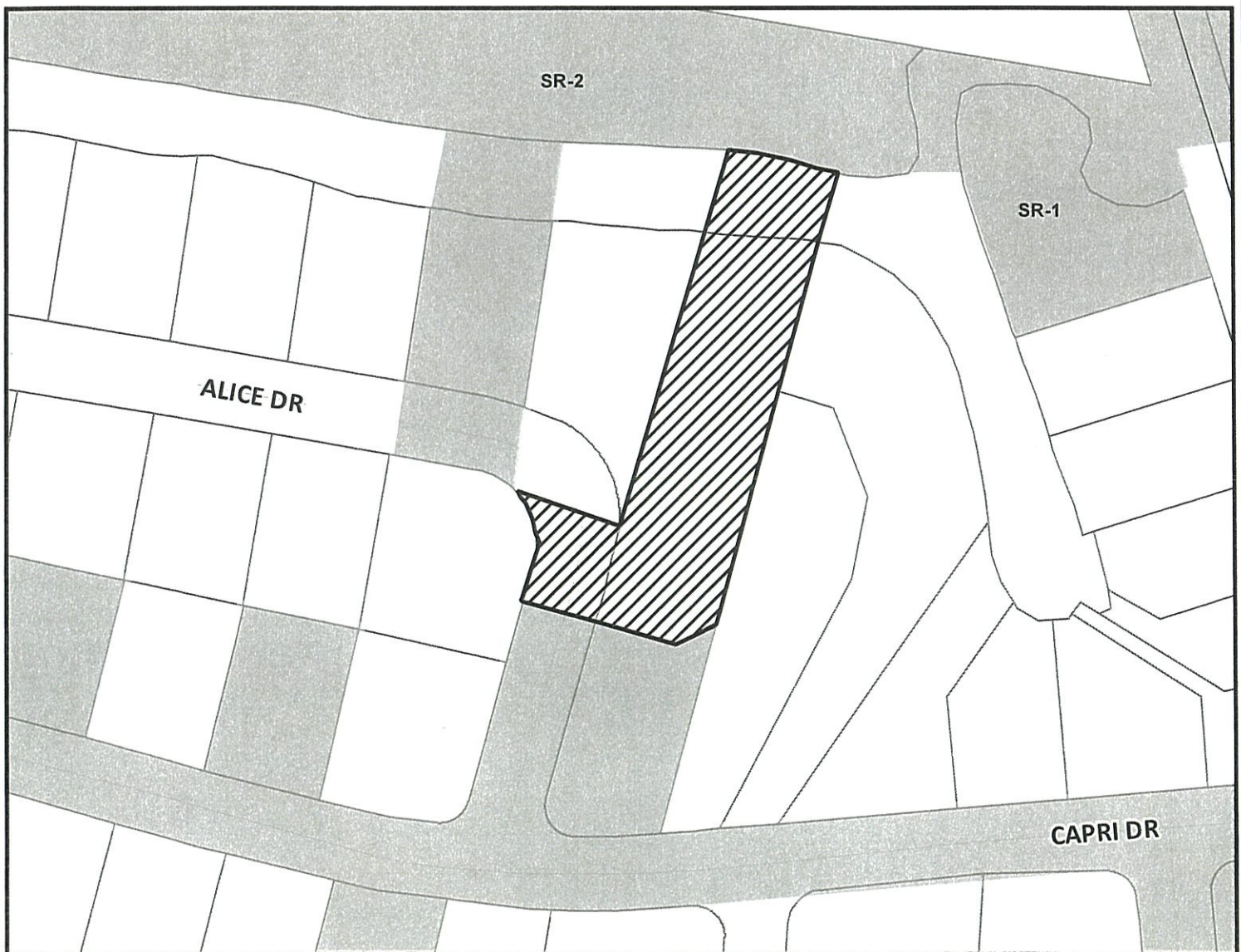
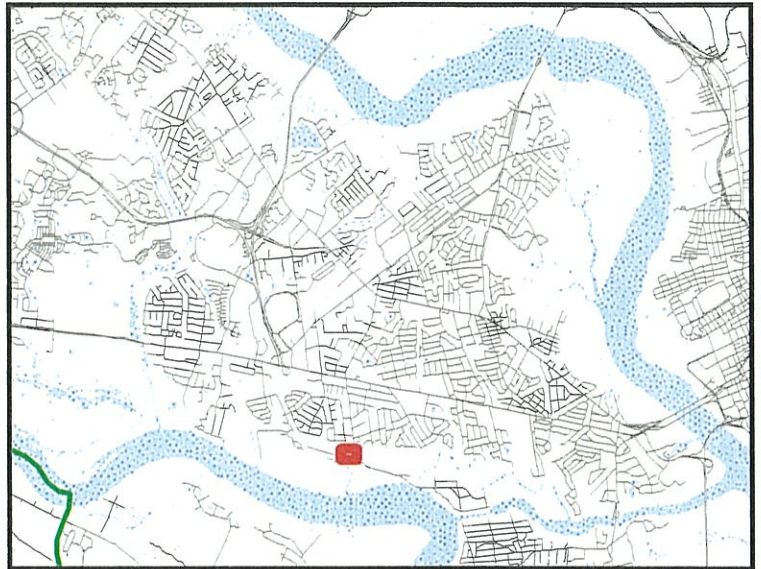
Location: West Ashley

Property Address: 1820 Alice Drive

Tax Map # (TMS): 3501400095

Area (Acres): approx. 0.50

Council District: 5



City of Charleston
Dept. of Planning, Preservation &
Sustainability
2 George St, Third Floor
Charleston, SC 29401
www.charleston-sc.gov

Date: 10/29/2021

Legend

- UGB
- Parcels
- Annexation Area
- Water
- Charleston City Limits



0 50 100
Feet

Annexation Profile

Parcel Address: 1820 Alice Drive

Presented to Council: 11/9/2021

Status: Received Signed Petition

Owner Names: Jonathan and Emma Schumacher

Year Built: 1956

Parcel ID: 3501400095

Number of Units: 1

Number of Persons: 3

Race: Caucasian

Acreage: 0.50

Current Land Use: Residential

Current Zoning: R-4

Requested Zoning: SR-1

Recommended Zoning: SR-1

Appraised Value: \$335,000.00

Assessed Value: \$18,630.00

Stormwater Fees: To Be Calculated

Mailing Address: 1820 Alice Dr
Charleston, SC 29407
City Area: West Ashley
Subdivision: Capri Isles
Council District: 5
Within UGB: Yes

Police	Located in existing service area - Team 4
Fire	Located in existing service area - Station 11
Public Service	
Sanitation	Located in existing service area. One additional stop.
Storm Water	Contiguous to existing service area.
Streets and Sidewalks	Additional mixed-maintenance right-of-way
Traffic and Transportation	
Signalization	None
Signage	None
Pavement Markings	None
Charleston Water System	CWS service area.
Planning	
Urban Growth Line	Property is a developed site within the line.
City Plan	Low-Impact/Conserved
Elevation Range	0-7 ft
Parks	Already being served.

Notes/Comments:

**City Plan
Recommendation:**

The existing development and proposed zoning is consistent with the City Plan.
Recommend annexation.

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation, and

WHEREAS, the area requesting annexation is described as follows, to wit:

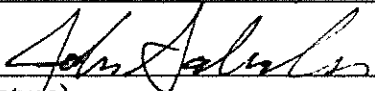
SAID PROPERTY, located in West Ashley (approximately 0.50 acre) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 350-14-00-095 (Address: 1820 Alice Drive).

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

Dated this 27th day of
October, 2021

FREEHOLDERS (OWNERS) SIGNED

DATE OF SIGNATURE


(Signature)

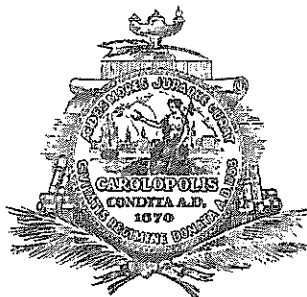
27 October 2021
(Date)

Jonathan Schumacher
(Print Name)


(Signature)

27 October 2021
(Date)

Emma Schumacher
(Print Name)



Ratification
Number _____

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY ON FORT LAMAR EXTENSION ROAD (2.0 ACRE) (TMS# 431-04-00-039), JAMES ISLAND, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 12. THE PROPERTY IS OWNED BY SECESSIONVILLE POINT PROPERTY OWNERS ASSOCIATION.

BE IT ORDAINED BY THE MAYOR AND THE MEMBERS OF CITY COUNCIL, IN CITY COUNCIL ASSEMBLED:

Section 1. As an incident to the adoption of this Ordinance, City Council of Charleston finds the following facts to exist:

A) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town upon a Petition by all persons owning real estate in the area requesting annexation.

B) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.

C) The area comprising the said property is contiguous to the City of Charleston.

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described property be and hereby is annexed to and made part of the City of Charleston and is annexed to and made part of present District 12 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, property on Fort Lamar Extension Road, (2.0 acre) is identified by the Charleston County Assessors Office as TMS# 431-04-00-039, (see attached map) and includes all marshes and public waterways, shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of _____
in the Year of Our Lord,
_____, in the _____ Year of the Independence of
the United States of America.

By:

John J. Tecklenburg
Mayor

Attest:

Jennifer Cook
Clerk of Council

Annexation Map

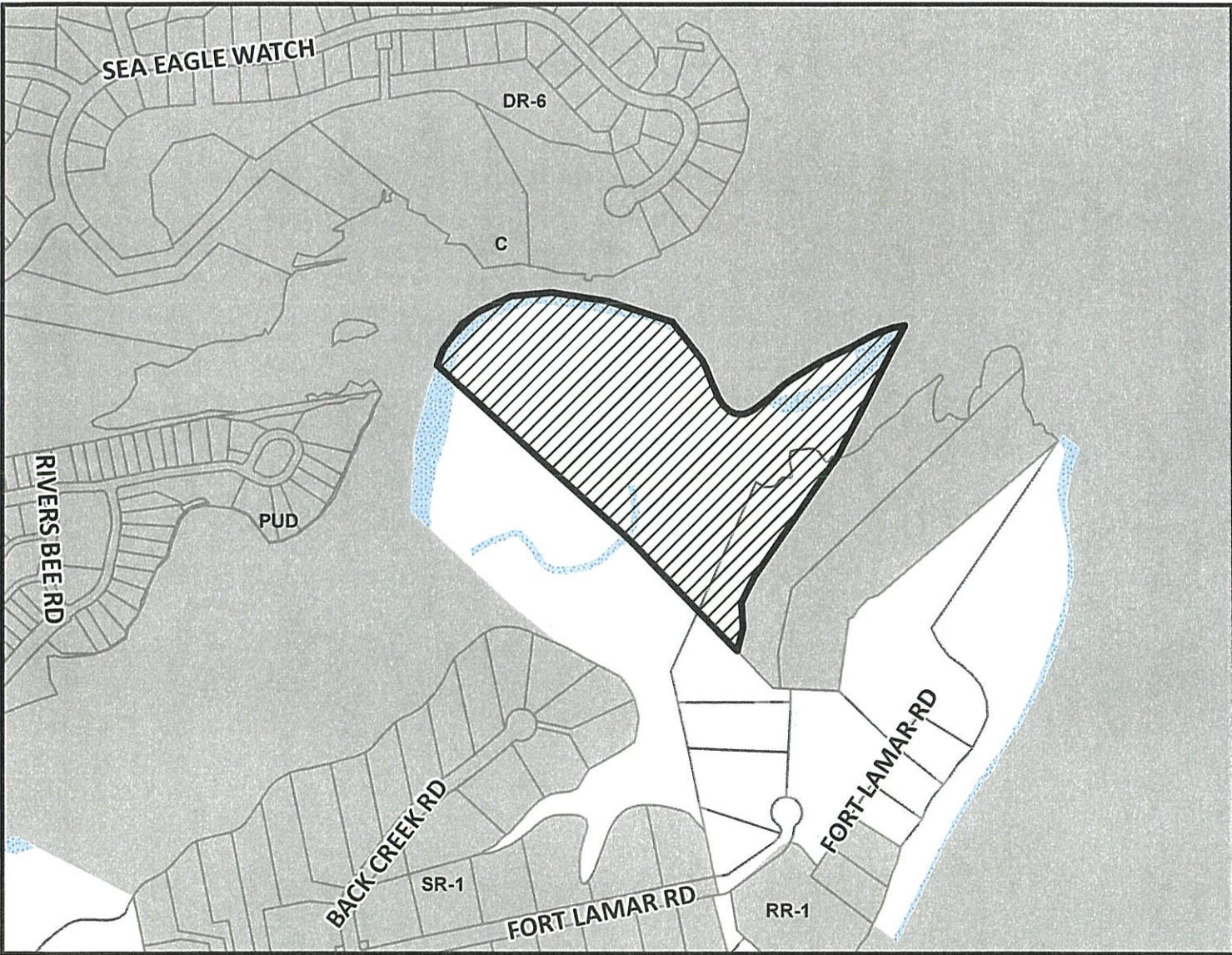
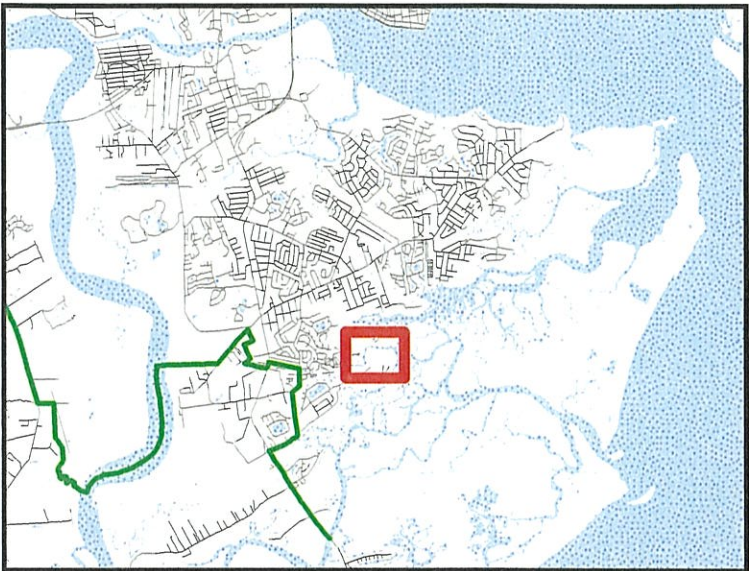
Location: James Island

Property Address: Fort Lamar Road

Tax Map # (TMS): 4310400039

Area (Acres): approx. 2.0

Council District: 12



City of Charleston
Dept. of Planning, Preservation &
Sustainability
2 George St, Third Floor
Charleston, SC 29401
www.charleston-sc.gov

Date: 10/29/2021

Legend

- UGB
- Parcels
- Annexation Area
- Water
- Charleston City Limits



0 100 200 400
Feet

Annexation Profile

Parcel Address: Fort Lamar Extension Road

Presented to Council: 11/9/2021

Status: Received Signed Petition

Owner Names: Secessionville Point Property Owners Association

Year Built:

Number of Units: 0

Parcel ID: 4310400039

Number of Persons: 0

Race: Vacant

Acreage: 2.0

Current Land Use: Vacant

Current Zoning: R-4

Requested Zoning: Not specified

Recommended Zoning: TBD

Mailing Address: 1112 Fort Lamar Rd
Charleston, SC 29412

Appraised Value: \$1,100.00

City Area: James Island

Subdivision: Secessionville

Council District: 12

Assessed Value: \$70.00

Within UGB: Yes

Stormwater Fees: To Be Calculated

Police	Located in existing service area - Team 3
Fire	Located in existing service area - Station 7
Public Service	
Sanitation	NA
Storm Water	Contiguous to existing service area.
Streets and Sidewalks	Privately-maintained right-of-way
Traffic and Transportation	
Signalization	No additional right-of-way
Signage	No additional right-of-way
Pavement Markings	No additional right-of-way
Charleston Water System	CWS provides water. James Island PSD provides sewer.
Planning	
Urban Growth Line	Property is an undeveloped site within the line.
City Plan	Low-Impact/Conserved
Elevation Range	2-7 ft
Parks	NA

Notes/Comments:

City Plan Recommendation:

The existing development is consistent with the City Plan. Recommend annexation.

STATE OF SOUTH CAROLINA)
) PETITION FOR ANNEXATION
COUNTY OF CHARLESTON)

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation, and

WHEREAS, the area requesting annexation is described as follows, to wit:

SAID PROPERTY, located on James Island (approximately .26 acres) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 431.04.00.039

(Address: Fort Lamar Extension Rd, Charleston, SC 29412).

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

FREEHOLDERS (OWNERS) SIGNED

DATE OF SIGNATURE

Jeffrey J Woodard
(Signature)

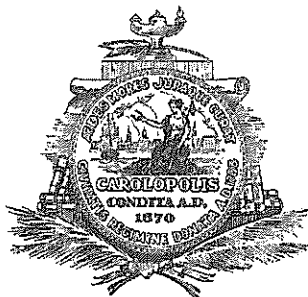
29-October-2021
(Date)

Jeffrey J Woodard, Treasurer SPPOA
(Print Name)

(Signature)

(Date)

(Print Name)



Ratification
Number _____

AN ORDINANCE

TO PROVIDE FOR THE ANNEXATION OF PROPERTY KNOWN AS 1112 FORT LAMAR ROAD (1.37 ACRE) (TMS# 431-04-00-038), JAMES ISLAND, CHARLESTON COUNTY, TO THE CITY OF CHARLESTON, SHOWN WITHIN THE AREA ANNEXED UPON A MAP ATTACHED HERETO AND MAKE IT PART OF DISTRICT 12. THE PROPERTY IS OWNED BY JEFFREY J. WOODARD.

BE IT ORDAINED BY THE MAYOR AND THE MEMBERS OF CITY COUNCIL, IN CITY COUNCIL ASSEMBLED:

Section 1. As an incident to the adoption of this Ordinance, City Council of Charleston finds the following facts to exist:

A) Section 5-3-150, Code of Laws of South Carolina (1976) as amended, provides a method of annexing property to a city or town upon a Petition by all persons owning real estate in the area requesting annexation.

B) The City Council of Charleston has received a Petition requesting that a tract of land in Charleston County hereinafter described be annexed to and made a part of the City of Charleston, which Petition is signed by all persons owning real estate in the area requesting annexation.

C) The area comprising the said property is contiguous to the City of Charleston.

Section 2. Pursuant to Section 5-3-150, Code of Laws of South Carolina (1976) as amended, the following described property be and hereby is annexed to and made part of the City of Charleston and is annexed to and made part of present District 12 of the City of Charleston, to wit:

SAID PROPERTY to be annexed, 1112 Fort Lamar Road, (1.37 acre) is identified by the Charleston County Assessors Office as TMS# 431-04-00-038, (see attached map) and includes all marshes and public waterways, shown within the area annexed upon a map attached hereto and made a part hereof.

Section 3. This ordinance shall become effective upon ratification.

Ratified in City Council this _____ day of _____
in the Year of Our Lord,
_____, in the _____ Year of the Independence of
the United States of America.

By:

John J. Tecklenburg
Mayor

Attest:

Jennifer Cook
Clerk of Council

Annexation Profile

Parcel Address: 1112 Fort Lamar Road

Presented to Council: 11/9/2021

Status: Received Signed Petition

Owner Names: Jeffrey J. Woodard

Year Built: 2004

Parcel ID: 4310400038

Number of Units: 1

Number of Persons: 2

Race: Caucasian

Acreage: 1.37

Current Land Use: Residential

Current Zoning: R-4

Requested Zoning: Not specified

Recommended Zoning: TBD

Appraised Value: \$785,600.00

Assessed Value: \$31,420.00

Stormwater Fees: To Be Calculated

Mailing Address: 1112 Fort Lamar Rd
Charleston, SC 29412

City Area: James Island

Subdivision: Secessionville

Council District: 12

Within UGB: Yes

Police	Located in existing service area - Team 3
Fire	Located in existing service area - Station 7
Public Service	
Sanitation	Located in existing service area. One additional stop.
Storm Water	Contiguous to existing service area.
Streets and Sidewalks	Privately-maintained right-of-way
Traffic and Transportation	
Signalization	No additional right-of-way
Signage	No additional right-of-way
Pavement Markings	No additional right-of-way
Charleston Water System	CWS provides water. James Island PSD provides sewer.
Planning	
Urban Growth Line	Property is a developed site within the line.
City Plan	Low-Impact/Conserved
Elevation Range	2-9 ft
Parks	Already being served.

Notes/Comments:

**City Plan
Recommendation:**

The existing development is consistent with the City Plan. Recommend annexation.

STATE OF SOUTH CAROLINA)
) PETITION FOR ANNEXATION
COUNTY OF CHARLESTON)

TO THE HONORABLE MAYOR AND CITY COUNCIL OF CHARLESTON

WHEREAS, SECTION 5-3-150 (3) Code of laws of South Carolina provides for the annexation of an area or property which is contiguous to a City by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation, and

WHEREAS, the undersigned are all persons owning real estate in the area requesting annexation, and

WHEREAS, the area requesting annexation is described as follows, to wit:

SAID PROPERTY, located on James Island (approximately .56 acres) to be annexed is identified by the Charleston County Assessors Office as Property Identification Number: TMS# 431.04.00.038

(Address: 1112 Fort Lamar Rd Charleston, SC 29412).

NOW, THEREFORE, the undersigned petition the City Council of Charleston to annex the above described area into the municipal limits of the City of Charleston.

FREEHOLDERS (OWNERS) SIGNED

DATE OF SIGNATURE

Jeffrey J Woodard
(Signature)

29-October-2021
(Date)

Jeffrey J Woodard
(Print Name)

(Signature)

(Date)

(Print Name)

Annexation Map

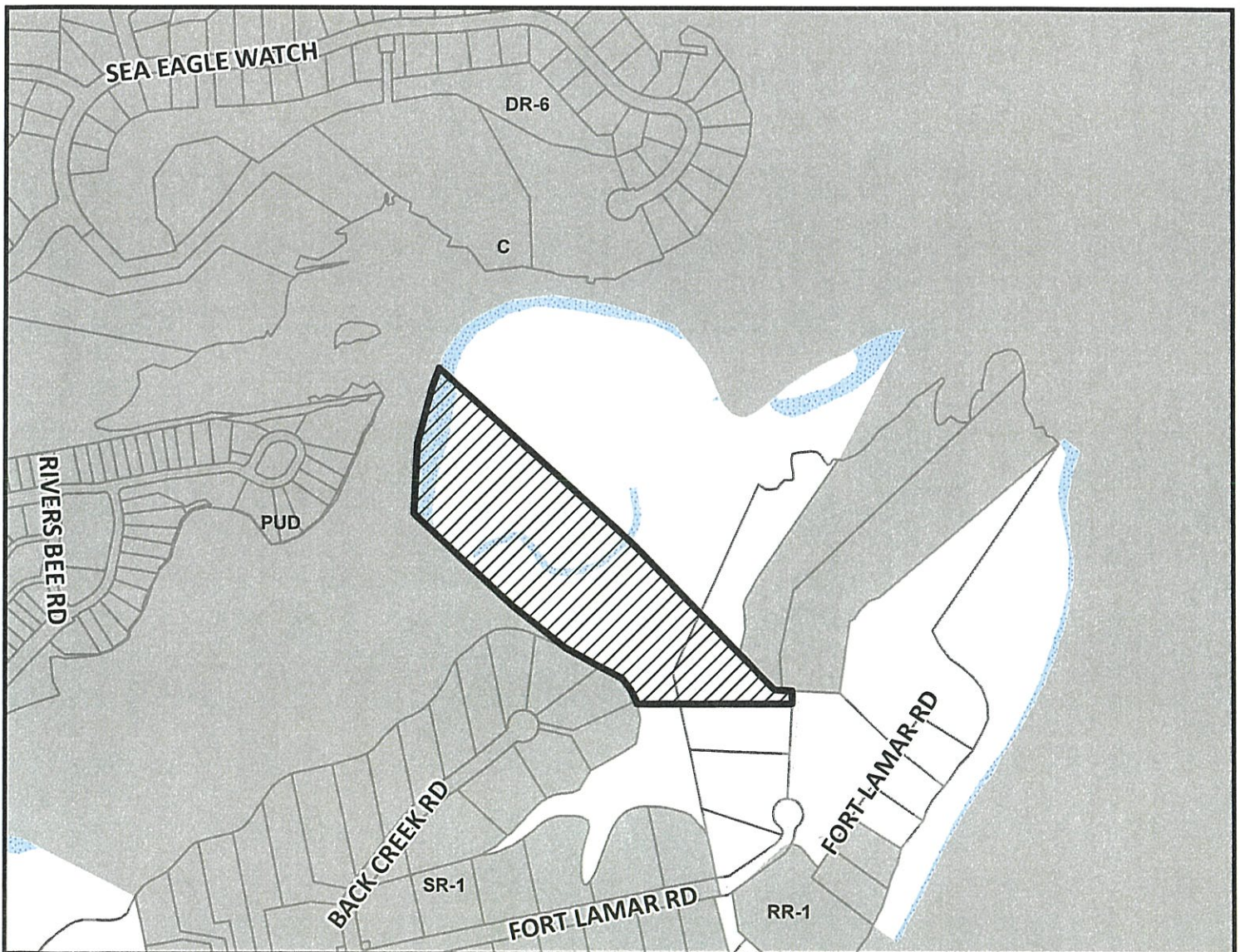
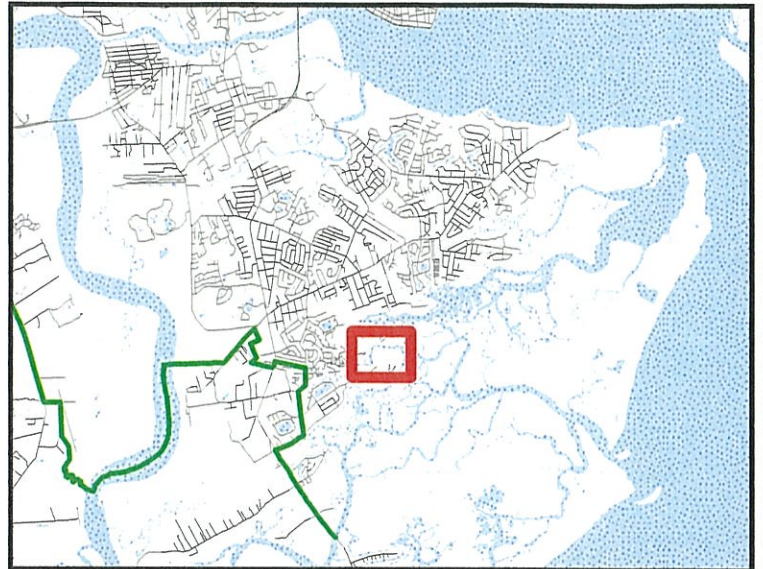
Location: James Island

Property Address: 1112 Fort Lamar Road

Tax Map # (TMS): 4310400038

Area (Acres): approx. 1.37

Council District: 12



City of Charleston
Dept. of Planning, Preservation &
Sustainability
2 George St, Third Floor
Charleston, SC 29401
www.charleston-sc.gov

Date: 10/29/2021

Legend

- UGB
- Parcels
- Annexation Area
- Water
- Charleston City Limits



0 100 200 400
Feet